

After recording return to:

City Manager
City of Frisco
6101 Frisco Square Boulevard
Frisco, Texas 75034

TERMINATION AND RELEASE OF IMPACT FEE AGREEMENT

This Termination and Release of Impact Fee Agreement (this "Termination") is entered into as of this 21st day of October, 2008, by and between Univest, Inc. ("Univest") and the City of Frisco, Texas ("Frisco").

RECITALS

WHEREAS, Univest, Inc. ("Univest") and Frisco executed and recorded an Impact Fee Agreement, dated the 22nd day of June, 1993 and recorded July 19, 1993, as Instrument Number 93-0058178 in the Collin County Records, and

WHEREAS, Univest did comply with the terms of the Impact Fee Agreement referenced above, and

WHEREAS, Mockingbird II Development, Ltd. did sell the property referenced in Exhibit A to The Struga Collection, LLC. ("Struga"), and Struga subsequently sold the property to Walid Realty Corp ("Walid") and Abdel Jabbar Realty, Ltd. ("Jabbar"), and

WHEREAS, Walid and Jabbar and Frisco, to the extent of their interests, have agreed to terminate the Impact Fee Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth Walid and Jabbar and Frisco agree as follows:

Effective as of date hereof, the Impact Fee Agreement is hereby terminated. Walid and Jabbar and Frisco acknowledge and agree that no outstanding obligations remain under the Impact Fee Agreement and that each party hereby releases the other party from any further performance that would have been required under the Impact Fee Agreement.

Walid and Jabbar hereby acknowledge and agree that the development project, Exhibit A, the Impact Fee Agreement related to has been completed.

This Termination may be executed in one or more counterparts, each of which shall constitute one and the same document.

Each of the parties hereto has caused this Termination to be duly executed by an officer thereunto duly authorized as of the date and year first above written.

[SIGNATURE PAGE FOLLOWS]

WALID REALTY CORPORATION

52 Westerly Street
Yonkers, New York 10704

By: _____
Name: Bilal Asmar
Title: President

ABDEL JABBAR REALTY, LTD.

52 Westerly Street
Yonkers, New York 10704

By: _____
Name: Bilal Asmar
Title: President

CITY OF FRISCO, TEXAS

By: _____
Name: George Purefoy
Title: City Manager

STATE OF _____)
COUNTY OF _____)

The foregoing was acknowledged before me on _____ 2008, by Bilal Asmar, the President of Walid Realty Corporation on behalf of corporation.

Notary Public

STATE OF _____)
COUNTY OF _____)

The foregoing was acknowledged before me on _____ 2008, by Bilal Asmar, the President of Abdel Jabbar Realty, Ltd. on behalf of said limited partnership.

Notary Public

STATE OF TEXAS)
COUNTY OF COLLIN)

The foregoing was acknowledged before me on _____ 2008, by George Purefoy, on behalf of the City of Frisco, Texas.

Notary Public

Exhibit A

Being all of Lot 5, Block A, Mockingbird Addition, an addition to the City of Frisco as shown on the plat recorded in Volume 2008, Page 450, Plat Records, Collin County, Texas and being more particularly described as follows:

Beginning at a 5/8" iron with cap set at the southeast corner of said Lot 5, at the southerly southwest corner of Lot 6, Block A, Mockingbird Addition as shown on the plat recorded in Cabinet 2007, Page 206, said plat records, in the northerly line of Lebanon Road and at the beginning of a curve to the left;

Thence 195.96 feet with the arc of said curve to the left, the southerly line of said Lot 5 and the northerly line of Lebanon Road to a 5/8" iron with cap set at the southwest corner of said Lot 5, a point in an easterly line of Starwood Phase One, Village 1, an addition to the City of Frisco as shown on the map recorded in Cabinet J, Page 190, of said plat records. Said curve to the left has a radius of 1,660.00 feet, a central angle of 6 degrees 45 minutes 49 seconds and a long chord which bears S 55 degrees 22 minutes 50 seconds W, 195.85 feet;

Thence N 38 degrees 00 minutes 04 seconds W with a westerly line of said Lot 5 and an easterly line of said Starwood Phase One, Village 1, 153.63 feet to an "X" set;

Thence N 11 degrees 28 minutes 01 seconds W with a westerly line of said Lot 5 and an easterly line of said Starwood Phase One, Village 1, 135.79 feet to a 5/8" iron with cap set at the northwest corner of said Lot 5 and at the westerly southwest corner of said Lot 6;

Thence N 63 degrees 35 minutes 02 seconds E with the northerly line of said Lot 5 and a line of said Lot 6, 177.74 feet to an "X" set in concrete at the northeast corner of said Lot 5 and at a corner of said Lot 6;

Thence S 29 degrees 06 minutes 27 seconds E with the easterly line of said Lot 5 and a line of said Lot 6, 254.03 feet to the point of beginning and containing 1.241 acres.